

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG		02/17/2010	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	ARRIVAL COMMUNICATIONS, INC.		
Street Address:	515 S. FLOWER STREET, 47TH FLOOR		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2483555	ARRIVAL COMMUNICATIONS	
Registration Number:	2520958	ARRIVAL	
Registration Number:	2521823	ARRIVAL COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	35454		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

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Signature:	/pja/
Date:	02/18/2010
Total Attachments: 5 source=35454#page1.tif source=35454#page2.tif source=35454#page3.tif source=35454#page4.tif source=35454#page5.tif	

RELEASE OF TRADEMARK SECURITY INTEREST, dated as of February 17, 2010 (this "**Release**"), by CREDIT SUISSE AG (as successor in interest to Credit Suisse), as Collateral Agent (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Second Lien Credit Agreement or the Second Lien Security Agreement, as applicable, referred to below.

Reference is made to (i) the Second Lien Credit Agreement dated as of August 4, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Credit Agreement**"), among U.S. TelePacific Corp. (the "**Borrower**"), U.S. TelePacific Holdings Corp. (the "**Parent**"), the Subsidiary Guarantors party thereto, the Lender Parties from time to time party thereto (the "**Lenders**") and Credit Suisse, as Administrative Agent and Collateral Agent (in such capacity, the "**Collateral Agent**"), (ii) the Second Lien Security Agreement dated as of August 4, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Security Agreement**"), among the Borrower and such other Persons to the Collateral Agent and (iii) the Second Lien Intellectual Property Security Agreement dated as of August 4, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Intellectual Property Security Agreement**") among the Borrower and such other Persons to the Collateral Agent.

WHEREAS, in connection with the Second Lien Credit Agreement, the Second Lien Security Agreement and the Second Lien Intellectual Property Security Agreement, Arrival Communications, Inc. (the "**Grantor**") entered into the Second Lien Intellectual Property Security Agreement Supplement No.1 (the "**Second Lien Intellectual Property Security Agreement Supplement No.1**"), dated February 23, 2007, recorded in the United States Patent and Trademark Office as of February 27, 2007 in Reel/Frame 003489/0142.

WHEREAS, pursuant to the Second Lien Intellectual Property Security Agreement Supplement No.1, the Grantor granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the trademarks of the Grantor set forth on Schedule I hereto (the "**Trademarks**").

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the Second Lien Credit Agreement, and the release of security interests under the Loan Documents, the Grantor has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Second Lien Intellectual Property Security Agreement Supplement No.1.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademark Collateral and reassigns all right, title and interest it has in the Trademark Collateral to the Company. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Company and at the expense of the Company, to evidence the release and termination of the

Collateral Agent's security interests in the Trademark Collateral. The Collateral Agent shall take all further actions and provide to the Company, assigns or other legal representatives all such cooperation and assistance, as reasonably requested by the Company and at the expense of the Company, to more fully and effectively effectuate the purposes of this Trademark Release.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Trademark Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH (as successor in  
interest to "Credit Suisse, New York  
Branch"),  
as Collateral Agent

By



Name: JUDITH E. SMITH  
Title: MANAGING DIRECTOR

By



Name: ILYA IVASHKOV  
Title: ASSOCIATE

*Signature Page to the Second Lien Trademark Release*

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**Schedule I**

<b>Grantor</b>	<b>Mark</b>	<b>Registration Number</b>
Arrival Communications, Inc.	Arrival Communications	2483555
Arrival Communications, Inc.	Arrival	2520958
Arrival Communications, Inc.	Arrival Communications & Design	2521823